



Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S13-012

**REQUEST FOR PROPOSAL
COLD WATER RADIO FREQUENCY WATER METERS
AND READING SYSTEM**

Responses Due: April 24, 2014



CITY OF LEANDER

REQUEST FOR PROPOSAL
COLD WATER RADIO FREQUENCY WATER METERS AND READING SYSTEM

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide all labor and materials necessary to supply and deliver radio frequency cold water meters and meter reading system to the City. City seeks proposal on 5/8", 3/4", 1", 1 1/2", 2", 3", 6", 8", fire hydrant and construction meters.

Manual meters of the same size may also be purchased throughout the year but in smaller quantities.

City recognizes that electronic read is not available on all meter types, such as hydrant meters.

Meter boxes are not a part of this solicitation.

2. **BACKGROUND:** City seeks to purchase water meters that are compatible with existing radio frequency meter systems (ATTACHMENT A), reading devices (ATTACHMENTS B, C and D) and Incode, the City's financial system. With this goal in mind specific brands of products have been specified herein to establish the City's minimum critical requirements, compatibility and performance standards.

Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "or equal" on item descriptions.

The City currently utilizes Neptune T-10 meters in conjunction with the Neptune E-Coder R900i register. The system operates within the 902-928 unlicensed RF band. Handheld Neptune readers, model CE5320B and Neptune drive-by readers, model MRX920 are also utilized.

3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through D are herein made a part of this solicitation:
 - 4.1. Attachment A: Meter Item Description (or Equal)
 - 4.2. Attachment B: Register Item Description (or Equal)
 - 4.3. Attachment C: Handheld Reader Item Description (or Equal)

4.4. Attachment D: Drive-by Reader Item Description (or Equal)

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity specified herein.

6.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within:

☐ 60 Miles from Leander, Texas 78641

☐ 120 Miles from Leander, Texas 78641

☒ United States

7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be NEW and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

7.1. Respondent's goods shall comply with applicable regulatory standards issued by the United States Environmental Protection Agency (EPA) as they pertain to water meters and reading systems to include compliance with the Safe Drinking Water Act (SDWA).

7.2. Respondent's goods for meter sizes ½" – 2" shall conform to the AWWA C700-09 Cold-Water Meters—Displacement Type, Bronze Main Case
<http://www.awwa.org/store/productdetail.aspx?productid=6886>.

7.3. Respondent's goods for meter sizes 2" – 10" shall conform to the AWWA C702-10 Cold-Water Meters—Compound Type
<http://www.awwa.org/store/productdetail.aspx?ProductId=6888>.

8. **BEST VALUE EVALUATION AND CRITERIA:** All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Purchase price and terms;
- Reputation of Respondent and of Respondent's goods and services;

- Quality of the Respondent's goods and services;
- The extent to which the goods and services meet the City's needs;
- Respondent's past relationship with the City;
- The total long-term cost to the City to acquire the Respondent's goods or services;
- Any relevant criteria specifically listed in the solicitation.

8.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

9. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

- | | |
|-------------------------|------------------|
| 9.1. Price | 40 Points |
| 9.2. Meets City's Needs | 40 Points |
| 9.3. References | 20 Points |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.

10.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

11. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered at the renewal period based on the following:

11.1. Price increase cannot exceed 25% for the total cost over the term of the agreement;

- 11.2. The City may permit upward or downward price adjustments when correlated with the US Bureau of Labor Statistics Producer Price Index (PPI) for finished goods, Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index. Index can be viewed at <http://www.bls.gov/news.release/ppi.nr0.htm>.
- 11.3. Prices can increase due to reasons of allocation or increased costs of raw material. Price increases due to increased costs of overhead are not permitted. Documentation showing increased costs of raw material will be required.
- 11.4. Price increase request shall be submitted to the City Purchasing Agent a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

City of Leander
Purchasing Agent
ATTN: Joy Simonton
200 W. Willis Street
Leander, Texas 78641
jsimonton@leandertx.gov

- 11.4.1. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
12. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
13. **DELIVERY AND ACCEPTANCE**: Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 13.1. Goods shall be sent FOB Destination to City of Leander per the specifications herein. Title to goods shall transfer upon delivery and acceptance of goods by City.
14. **QUANTITIES**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
15. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 15.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 15.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 15.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 15.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
16. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
17. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|--|-----------------------|
| 1.1. Solicitation released | April 3, 2013 |
| 1.2. Deadline for questions | April 15, 2013 |
| 1.3. City responses to all questions or addendums | April 17, 2013 |
| 1.4. Responses for solicitation due at or before 3:00 PM | April 24, 2013 |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
- 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
- 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
- 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
- 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
- 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
- 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
- 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** This specification describes the equipment necessary to meet the City's need for radio frequency cold water meters and reading devices. City seeks proposal on 5/8", 3/4", 1", 1 1/2", 2", 3", 6", 8", fire hydrant and construction meters. Successful respondent shall supply all labor and materials necessary to provide and deliver goods specified herein.
2. **DELIVERY:** Delivery of goods shall be made as needed to:

**City of Leander
Public Works Department
607 Municipal Drive
Leander, TX 78641**
3. **DATA COLLECTION COMPATIBILITY AND SYSTEM INTEGRATION:** Consumption data and alarms transmitted from radio frequency meters shall integrate with City's existing data collection devices and management system (**ATTACHMENTS A, B, C and D**).
 - 3.1. Respondent's data transmissions shall be compatible with Incode, the City's Utility Billing system.
 - 3.2. Should an alternate data collection and management system be required to support respondent's meters, respondent shall provide complete specification and cost information for required components.
4. **CONSTRUCTION:** Cold water meters shall consist of three basic components: main case, measuring chamber and sealed register. Each meter shall be:
 - 4.1. Displacement type, magnetic drive for meters upto 2";
 - 4.2. Compound type for meters larger than 2";
 - 4.3. Be produced in a United States ISO 9001 facility;
 - 4.4. Meters measuring 1/2" – 2" shall conform to the AWWA C700-09 Cold-Water Meters—Displacement Type, Bronze Main Case
<http://www.awwa.org/store/productdetail.aspx?productid=6886>.
 - 4.4.1. Each meter shall be tested and calibrated to ensure compliance
 - 4.5. Meters measuring 2" – 10" shall conform to the AWWA C702-10 Cold-Water Meters—Compound Type <http://www.awwa.org/store/productdetail.aspx?ProductId=6888>.
 - 4.5.1. Each meter shall be tested and calibrated to ensure compliance.
 - 4.6. Register shall provide a tamper resistant design to prevent customer removal of register to obtain free water.

- 4.7. Meters shall be corrosion resistant and designed for performance in aggressive weather conditions;
- 4.8. Possess certification from the National Conference on Weights and Measures (NCWM);
5. **MAIN CASE**: Each main case shall be bronze.
6. **MEASURING CHAMBER**: All measuring chamber assemblies shall be new, manufactured in the United States and meet AWWA specifications for allowable number of oscillations by size.
7. **REGISTER ASSEMBLIES**: Register assemblies shall be encoder-type and meet AWWA encoder-type register standards. Register shall include:
 - 7.1. Hermetically sealed glass lenses;
 - 7.2. Magnetic drive design to prevent dirt and moisture contamination, tampering and lens fogging problems;
 - 7.3. Straight-reading, odometer-type totalization display;
 - 7.4. A leak flow detector;
 - 7.5. Self-lubricating gears for long life and minimum friction.
 - 7.6. Shall provide easy installation and be field replaceable.
 - 7.7. Output shall provide 1 cubic foot resolution.
8. **STRAINERS**: Strainers shall be corrosion-resistant and shall be easily removed from the meter without the meter itself being disconnected from the pipeline for easy field repair.
9. **BOLTS AND WASHERS**: All external bolts and washers shall be of a corrosion resistant stainless steel material and easily removable from the main case. All threaded main case bolt holes shall be covered to aid in the removal of bolts for repair.
10. **PERFORMANCE GUIDELINE**: All meters shall provide comparable warranty to the following:

Size	Low Flow	Low Flow New Meter Accuracy	Low Flow Repaired Meter Accuracy	Accuracy Range +/- 1.5%
5/8"	1/8 gpm @ 95%	5 Yrs or 500,000 gallons	15 Yrs or 1,500,000 gallons	1/2 - 20 gpm
3/4"	1/4 gpm @ 95%	5 Yrs or 750,000 gallons	15 Yrs or 2,250,000 gallons	3/4 - 30 gpm
1"	3/8 gpm @ 95%	5 Yrs or 1,000,000 gallons	15 Yrs or 3,000,000 gallons	1 - 50 gpm
1&1/2"	3/4 gpm @ 95%	2 Yrs or 1,600,000 gallons	12 Yrs or 5,000,000 gallons	2 - 100 gpm
2"	1 gpm @ 95%	5 Yrs or 2,700,000 gallons	12 Yrs or 8,000,000 gallons	2 & 1/2 - 160 gpm

11. **OPERATIONAL GUIDELINES**: For ease of implementation the system shall not require any special licensing to include licensing from the FCC. The City seeks the following operational features:
 - 11.1. A location for a tamper deterrent seal;
 - 11.2. The ability to retrofit to existing locations;
 - 11.3. For pit or vault applications, an interface antenna to be designed to be installed through the industry standard 1-3/4 inch hole in the pit lid with no degradation of transmission range;
 - 11.4. An interface antenna capable of mounting to a various thicknesses of pit lids from 1/2 inch to 2-1/2 inch;
 - 11.5. A range that will not be affected when the pit is flooded;
 - 11.6. An interface to operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band;
 - 11.7. No wake up tone shall be necessary;

- 11.8. The batteries shall be field replaceable and be designed for a minimum 20 year life expectancy.
- 11.9. The number of radio based meter reads performed must not affect the battery life.
- 11.10. The battery life shall not be affected by outside erroneous wake-up tones (ie, water, gas or electric utilities sending out wake up tones).
- 11.11. The interface unit shall be capable of being received by either a handheld receiver, mobile receiver, or targeted fixed network receiver without special configuration or remanufacture.
12. **LEAD FREE COMPLIANCE:** City seeks meters that will be compliant with the SDWA per National Sanitation Foundation (NSF) Standard 61 and 372. Respondent shall provide documentation from the NSF stating compliance. Specification information can be viewed at: http://www.nsf.org/newsroom_pdf/nsf61-372_lead_insert_LWD-1350-0513.pdf
13. **PRICING:** Pricing indicated in the bid form shall be all inclusive of all labor, equipment, freight and fees necessary to provide and deliver goods specified herein.
14. **GOODS:** The products furnished under said specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all equipment offered under said specification shall be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**
15. **MANUALS:** Upon award, successful respondent shall provide three (3) sets of user manuals for each type of meter purchased. Additional manuals shall be available upon request at no charge to the City.
16. **QUANTITIES:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.

SIZE:	ESTIMATED ANNUAL QUANTITIES:
5/8 "	700
3/4"	75
1"	50
1 1/2 "	50
2"	50
3"	20
6"	20
8"	20
Fire hydrant meter	20
Construction meter	50

17. **WARRANTY:** Meters shall be warranted against defects in material and workmanship for a period of ten (10) years. Face of meter shall show month and year of manufacture. Minimum performance warranties shall be as follows:
- | | |
|---|----------|
| Accuracy to AWWA C700 and C702 standards: | 5 Years |
| Maincase: | 25 Years |
| Encoder: | 10 Years |
| Register: | 10 Years |

If manufacturer's warranty exceeds these specifications then the manufacturer's warranty shall apply.

18. **WARRANTY SERVICE WORK:** Successful respondent shall be required to perform warranty work, at no cost to the City, within 48-hours of notification by a factory trained technician. Successful respondent shall be responsible for all transportation costs.
19. **NON-WARRANTY AND EMERGENCY SERVICE WORK:** Successful respondent shall provide hourly price for non-warranty service work and emergency service work. Respondent shall maintain 24-hour per day emergency telephone access and provide on-site response to an emergency within 2 hours of notification.
20. **READING DEVICE DELIVERY:** City requires delivery of new or replacement handheld reading device within 24 hours of notification of non-working device.
21. **BROKEN METER PICK-UP:** Non-working meters, still under warranty, shall be picked-up from City's storage area at Respondent's expense no later than 10 working days from notification from City.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
 - 1.2.1. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #1

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Previous Performance/Experience – Provide detailed information on existing like clients.

1.4.1. Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. Information shall include overview type of services provided. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **E-MAIL ADDRESSES ARE REQUIRED.**

TAB #4

- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm.

TAB #5

- 1.6. Specification Information on Proposed Meters and System: Respondent shall provide specification information on proposed items to include photos and performance information.

TAB #6

- 1.7. Warranty Documentation – Respondent shall provide warranty information on proposed items as outlined herein.

Accuracy to AWWA C700 and 702 standards: 5 Years

Maincase: 25 Years

Encoder: 10 Years

Register: 10 Years

If manufacturer's warranty exceeds these specifications then the manufacturer's warranty shall apply.

TAB #7

- 1.8. Compliance and Certification Documentation: Respondent shall provide:

SDWA compliance documentation.

AWWA compliance documentation.

NCWM certification.

NSF Standard 61 and 372 compliance documentation.

TAB #8

- 1.9. Cost Proposal – Respondent shall provide cost proposal for meters and system as specified. City estimates ordering 5/8" meters in quantities of 100 units. Other meter quantities will vary per order. Respondent shall provide cost proposal for shipping.

1.9.1. Respondent shall provide cost for non-warranty and emergency service work per specification.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and

information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.